

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

MAR 25 2014

JAMES W. McCORMACK, CLERK
By: SDW DEP CLERK

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
LITTLE ROCK DIVISION**

**SHERRI WOODWORTH and
BOB WOODWORTH**

PLAINTIFFS

V.

CASE NO. 4:14 cv 188 SWW

EMPLOYERS CASUALTY INSURANCE COMPANY

DEFENDANT

COMPLAINT

COMES the Plaintiffs, Sherri Woodworth and Bob Woodworth, and for their cause of action
states:

This case assigned to District Judge Wright
and to Magistrate Judge Bay

1. Plaintiffs, Sherry and Bob Woodworth, are husband and wife and reside in Pulaski County, Arkansas.

2. Defendant Employers Mutual Casualty Company ("EMC") is an insurance company, doing business in the State of Arkansas but incorporated in the State of Iowa, and having principal place of business in a state other than Arkansas.

3. Complete diversity of citizenship exists as between Plaintiffs and Defendant, and the matter in controversy exceeds the sum and amount of \$75,000.00 exclusive of costs and interest. This Court has jurisdiction pursuant to 28 U.S.C. 1332.

4. This case concerns a motor vehicle collision that took place in Pulaski County, Arkansas, on December 15, 2012. At the time of the collision Sherry Woodworth was operating a Chrysler Minivan, traveling northbound on Geyer Springs Road. Claudia Navarro was operating a BMW, stopped in traffic in the southbound lane of Geyer Springs Road. Darin Smith, who was operating a Ford pickup, struck the rear end of the Navarro vehicle, causing it to enter the northbound lane of Geyer Springs and impact the Woodworth vehicle.

5. At the time of the collision Plaintiffs were insured under a policy of insurance, issued by Defendant, EMC, and providing underinsured and uninsured motorist benefits in the amount of \$1,000,000.00.

6. This cause of action is based on a contract of insurance issued by Defendant EMC, and seeks underinsured and/or uninsured benefits pursuant to the policy. A copy of the contract of insurance that was in effect at the time of the collision is attached hereto, marked "Exhibit A."

7. At the time of the collision Claudia Navarro was not insured, and Darin Smith was insured with a policy of insurance providing per person limits of \$25,000.00. Those limits have been paid, and Defendant EMC previously consented to the settlement and waived the right to pursue subrogation against Darin Smith. Plaintiffs' damages exceed \$25,000.00, thus at the time of the wreck Darin Smith was an "underinsured motorist" under Arkansas law and according to the policy of insurance issued to Plaintiffs by EMC. Furthermore at the time of the collision Claudia Navarro was not covered by a policy of liability insurance, such that she was an uninsured motorist under Arkansas law and according to the policy of insurance issued to Plaintiffs by EMC.

8. That at the time of the collision Sherry Woodworth was entirely free of any fault. Darin Smith was negligent in failing to keep a proper lookout, driving too fast for conditions, failing to keep his vehicle under control, and failing to yield to the forward vehicle. Alternatively, and or in addition to the negligence of Darin Smith, Claudia Navarro was negligent by suddenly stopping in front of the Smith vehicle, thereby causing Darin Smith to strike her vehicle. By virtue of the circumstances of the wreck, both underinsured and/or uninsured benefits are sought for the damages claimed herein.

9. That as a result of the collision, the Plaintiff Sherry Woodworth suffered a right patellar fracture which required surgical fixation. The fracture subsequently caused a painful and debilitating condition referred to as "Reflex Sympathetic Dystrophy."

10. That Plaintiff, Sherry Woodworth, seeks the following damages:

- a. Permanent physical injury
- b. Medical expenses, past and reasonably anticipated to be incurred in the future;
- c. Pain, suffering and mental anguish, past and reasonably anticipated to be experienced in the future;
- d. Lost profits from her business and future loss of capacity to earn;
- e. Scarring to her knee, and an injury which causes her to limp.

11. That Plaintiff, Bob Woodworth, was the spouse of Sherry Woodworth at all times relevant to this cause of action. As a result of injuries to Sherry he has been deprived the services and society of his wife, and therefore claims damages for loss of consortium.

12. That Plaintiffs seek damages in the amount of \$950,000.00.

13. That Plaintiffs demand a trial by jury.

WHEREFORE, Plaintiffs pray that at trial of this matter they be awarded judgment in the amount of \$950,000.00, and for all other relief to which they may be entitled.

Respectfully submitted,

THE BRAD HENDRICKS LAW FIRM

500 C Pleasant Valley Dr.
Little Rock, AR 72227
(501) 221-0444
(501) 661-0196 (fax)

By: 

Lamar Porter, ABN 78128



P O Box 25470
Overland Park, KS 66225-5470
Kansas City Branch Phone 913 523 7100
Little Rock Service Office Phone 501 228 3340
General FAX 888 992 5139
Kansas City Branch Claims FAX 888 992 5140
Little Rock Service Office Claims FAX 888 992 5138
Underwriting FAX 888 992 5141
Bonds FAX 888.992 5142
www.emcins.com

David Vavak, Underwriting Manager
Kansas City Branch
EMC Insurance Companies

I certify the attached is a true copy of policy number

4E5-86-62--13

Issued to:

Little Rock Cleaning Systems Inc.
15500 Kanis Rd
Little Rock, AR 72223-2020

A handwritten signature of David Vavak in black ink.

David Vavak, Underwriting Manager
Kansas City Branch
EMC Insurance Cos, Inc

State of Kansas

Sworn to and subscribed before me at Overland Park, Kansas.

This 18th day of Feb, 2014

A handwritten signature of Shari Kay Latore in black ink.

Notary Public --- State of Kansas
Shari Kay Latore

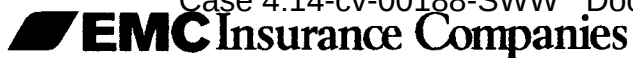


ality Company
pany
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ty Company

EMC Reinsurance Company
EMC Risk Services, LLC
EMC Underwriters, LLC

Dakota Fire Insurance Company
Hamilton Mutual Insurance Company
Illinois EMCASCO Insurance Company
Union Insurance Company of Providence

Count
EMC



EMCASCO INSURANCE COMPANY

PRIOR POLICY: 4E5-86-62

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

POLICY PERIOD: FROM 07/27/12 TO 07/27/13

 * POLICY NUMBER *
 * 4 E 5 - 8 6 - 6 2---13 *

ITEM ONE:

N A M E D I N S U R E D :

P R O D U C E R :

 LITTLE ROCK CLEANING SYSTEMS
 INC.
 15500 KANIS RD
 LITTLE ROCK AR 72223-2020

 ROY N. BORDEN AGENCY, INC.
 PO BOX 55188
 LITTLE ROCK AR 72215-5188

DIRECT BILL

AGENT: BK 9028

AGENT PHONE: 501-225-6465

INSURED IS: CORPORATION

BUSINESS DESC: HOUSEHOLD APPLIANCE STORE

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE 'AUTOS' SHOWN AS COVERED 'AUTOS'. 'AUTOS' ARE SHOWN AS COVERED 'AUTOS' FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE COMMERCIAL AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	COVERED AUTOS	LIMITS/DEDUCTIBLES	P R E M I U M
LIABILITY	07 08 09	\$ 1,000,000	.\$ 3,259.00
WORK LOSS COVERAGE	05		5.00
AUTO MEDICAL PAYMENTS	07	\$ 5,000	154.00
UNINSURED MOTORISTS	07	SEE ENDORSEMENT CA7093A	117.00
UNDERINSURED MOTORISTS	07	SEE ENDORSEMENT CA7093A	424.00

PHYSICAL DAMAGE (ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS THE DEDUCTIBLE, FOR EACH COVERED AUTO.)

COMPREHENSIVE	07	SEE ITEM THREE FOR DED. FOR ALL LOSS EXCEPT FIRE OR LIGHTNING	282.00
SPECIFIED CAUSES OF LOSS	07	SEE ITEM THREE FOR DED. FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	5.00
COLLISION	07	SEE SCHEDULE FOR DED.	787.00
PREMIUM FOR ATTACHED ITEMS 4, 5, AND/OR 6			246.00

PREMIUM FOR ENDORSEMENTS	.\$ 355.00
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*ESTIMATED TOTAL POLICY PREMIUM	.\$ 5,634.00
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THE ABOVE PREMIUM IS AFFECTED BY A MULTIPLE POLICY DISCOUNT

DATE OF ISSUE 06/27/12 (BPP)

CONTINUED

CA7000A	04-08	BPP	06/06/12	410	AV	4E58662	1301
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EMCASCO INSURANCE COMPANY

PRIOR POLICY: 4E5-86-62

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

FORMS APPLICABLE:

CA0001(10/01), CA0038(12/02), CA0162(10/07), CA2108(01/03),
CA2166(12/05), CA2202(12/96), CA3128(01/03), CA7001A(04/08)*,
CA7002A(10/01), CA7007(10/01), CA7093A(03/09)*, CA7270(03/07),
CA7313(10/01), CA7394(06/06), CA8112.2(03/00)*, CA9903(07/97),
CA9910(09/02)*, IL0021(09/08), IL0231(09/08), IL7131A(04/01)*,
IL8012(03/11), IL8576(09/09)*.

Refer to prior distribution(s) for any forms not attached

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DATE OF ISSUE 06/27/12 (BPP)

CA7000A

04-08

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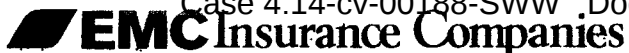
06/06/12

410

AV

4E58662

1301



EMCASCO INSURANCE COMPANY

POLICY NUMBER: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 07/27/12

EXP DATE: 07/27/13

COMMERCIAL AUTO POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CA0001	10-01	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 5
CA0038	12-02	WAR EXCLUSION	
CA0162	10-07	ARKANSAS CHANGES	
CA2108	01-03	AR UNINSURED MOTORIST COVERAGE	
CA2166	12-05	AR UNINSURED MOT COV - PROPERTY DMG	
CA2202	12-96	ARKANSAS PERSONAL INJURY PROTECTION COVERAGE/LIMIT OF INSURANCE SEE SCHEDULE	
CA3128	01-03	AR UNDERINSURED MOTORISTS COVERAGE	
*CA7001A	04-08	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	10-01	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	10-01	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7270	03-07	COMMERCIAL AUTO AMENDMENT	
CA7313	10-01	PREJUDGMENT INTEREST	
CA7394	06-06	AI-DESIGNATED PERSON/ORGAN VICARIOUS NAME OF PERSON OR ORGANIZATION: WWIG, INC. 15500 KANIS ROAD LITTLE ROCK, AR 72223	\$25 CHARGE
*CA8112.2	03-00	IMPT NOTICE - PAYMENT FOR AFTERMARKET	
CA9903	07-97	AUTO MEDICAL PAYMENTS COVERAGE	
*CA9910	09-02	DRIVE OTHER CAR COV FOR NAMED INDIV	
IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL0231	09-08	AR CHANGES - CANCELLATION/NONRENEWAL	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL8012	03-11	ARKANSAS REQUIRED POLICYHOLDER INFO	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 06/27/12

FORM: IL7131A (ED. 04-01)

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EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

EFF DATE: 07/27/12

POLICY NO: 4E5-86-62---13
EXP DATE: 07/27/13

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

SUPPLEMENTARY SCHEDULE

ITEM TWO - UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

THE LIMIT OF INSURANCE FOR THE COVERAGE SHOWN BELOW IS THE LIMIT OF INSURANCE SHOWN FOR THE STATE WHERE A COVERED 'AUTO' IS PRINCIPALLY GARAGED. REFER TO THE SPECIFIC COVERAGE ENDORSEMENT FOR THE DESCRIPTION OF THE COVERAGE PROVIDED FOR EACH STATE LISTED BELOW.

COVERAGE

UNINSURED MOTORISTS LIMIT OF INSURANCE

	"BODILY INJURY" AND "PROPERTY DAMAGE" COMBINED ST SINGLE LIMIT	"BODILY INJURY" EACH PERSON EACH "ACCIDENT"	"BODILY INJURY" EACH "ACCIDENT"	"PROPERTY DAMAGE" EACH "ACCIDENT"
AR			\$ 1,000,000	\$ 1,000,000

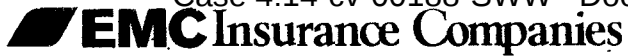
UNDERINSURED MOTORISTS LIMIT OF INSURANCE

(WHEN UNDERINSURED MOTORISTS IS A SEPARATE COVERAGE)

	"BODILY INJURY" AND "PROPERTY DAMAGE" COMBINED ST SINGLE LIMIT	"BODILY INJURY" EACH PERSON EACH "ACCIDENT"	"BODILY INJURY" EACH "ACCIDENT"	"PROPERTY DAMAGE" EACH "ACCIDENT"
AR			\$ 1,000,000	

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EMCASCO INSURANCE COMPANY

POLICY NUMBER 4E5-86-62

LITTLE ROCK CLEANING

EFF DATE: 07/27/12

EXP DATE: 07/27/13

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO
COVERAGE AND PREMIUMS

LIABILITY INSURANCE - RATING BASIS, COST OF HIRE

COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT INCLUDING 'AUTOS' YOU BORROW OR RENT FROM YOUR PARTNERS OR EMPLOYEES OR THEIR FAMILY MEMBERS).. COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

STATE	ESTIMATED COST OF HIRE	RATE	PREMIUM
AR	IF ANY	1.38840/	\$ 126.00
TOTAL PREMIUM			\$ 126.00

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP LIABILITY

OTHER THAN A SOCIAL SERVICE AGENCY	NUMBER OF EMPLOYEES	PREMIUM
	0 - 25	\$ 120.00
TOTAL PREMIUM		\$ 120.00

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CA7002A

10-01

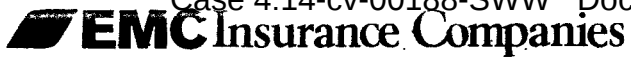
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EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

EFF DATE: 07/27/12

POLICY NO: 4E5-86-62---13

EXP DATE: 07/27/13

ENDORSEMENT PREMIUM DETAIL

ENDORSEMENTS	CLASS	PREMIUM
DRIVE OTHER CAR - TERRITORY: 101	6679	\$ 325.00
ADDL INSD-DES PERSON	8090	\$ 25.00

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EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

POLICY NO: 4E5-86-62---13
EFF DATE: 07/27/12 EXP DATE: 07/27/13

****COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM****

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

VEHICLE DESCRIPTION / COVERAGE		PREMIUM
LOC: 001 15500 KANIS RD		
LITTLE ROCK AR. 72223-2020		

VEH NO 1	TERR: 101	
2004 CADILLAC	ESCALADE SUV	ID NO 1GYEK63N94R234644.
COST NEW: 19900	AGE: D RADIUS: NA	USE: NA
PRIV PASSENGER - COMM	CLASS: 7382	
LIABILITY		.\$ 814.00
MEDICAL PAYMENTS		31.00
UNINSURED MOTORISTS		INCLUDED
UNINSURED MOTORISTS PD	200 DED	INCLUDED
UNDERINSURED MOTORISTS		INCLUDED
COMPREHENSIVE ACV	500 DED	46.00
COLLISION ACV	500 DED	176.00
TOTAL VEHICLE PREMIUM		.\$ 1,214.00

VEH NO 2	TERR: 101	
2005 FORD	F150 W/HYDR CV	ID NO 1FTPW14545KF13403.
COST NEW: 64000	AGE: C RADIUS: LOCAL	USE: SERVICE
LIGHT TRUCK	CLASS: 01199	
LIABILITY		.\$ 953.00
WORK LOSS COVERAGE		5.00
MEDICAL PAYMENTS		66.00
UNINSURED MOTORISTS		INCLUDED
UNINSURED MOTORISTS PD	200 DED	INCLUDED
UNDERINSURED MOTORISTS		INCLUDED
COMPREHENSIVE ACV	500 DED	165.00
COLLISION ACV	500 DED	348.00
TOTAL VEHICLE PREMIUM		.\$ 1,637.00

VEH NO 3	TERR: 101	
2006 CHRYSLER	TOWN/COUNT VAN	ID NO 2A4GP64L46R708701.
COST NEW: 30000	AGE: B RADIUS: NA	USE: NA
PRIV PASSENGER - COMM	CLASS: 7382	
LIABILITY		.\$ 814.00
MEDICAL PAYMENTS		31.00
UNINSURED MOTORISTS		INCLUDED
UNINSURED MOTORISTS PD	200 DED	INCLUDED
UNDERINSURED MOTORISTS		INCLUDED
COMPREHENSIVE ACV	500 DED	71.00
COLLISION ACV	500 DED	246.00
TOTAL VEHICLE PREMIUM		.\$ 1,309.00

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EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

POLICY NO: 4E5-86-62---13
EFF DATE: 07/27/12 EXP DATE: 07/27/13

VEH NO 4 TERR: 101
1995 WELLS CARGO TRAILER ID NO
COST NEW: 2000 AGE: X RADIUS: LOCAL USE: SERVICE
SERV OR UTILITY TRLR CLASS: 69199
LIABILITY . \$ 0.00
SPEC. CAUSES OF LOSS SP ACV 250 DED . 5.00
COLLISION ACV 250 DED 17.00
TOTAL VEHICLE PREMIUM . \$ 22.00

VEH NO 5 TERR: 101
2004 MERCEDES C320 SEDAN ID NO WDBRF64JX3F348710
COST NEW: AGE: D RADIUS: NA USE: NA
PRIV PASSENGER - COMM CLASS: 7381
LIABILITY . \$ 678.00
MEDICAL PAYMENTS . 26.00
UNINSURED MOTORISTS . INCLUDED
UNINSURED MOTORISTS PD 200 DED . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
TOTAL VEHICLE PREMIUM . \$ 851.00

ITEM 3 PREMIUM SUMMARY

LIABILITY . \$ 3,259.00
WORK LOSS COVERAGE . 5.00
MEDICAL PAYMENTS . 154.00
UNINSURED MOTORISTS . 86.00
UNINSURED MOTORISTS PD . 31.00
UNDERINSURED MOTORISTS . 424.00
COMPREHENSIVE . 282.00
SPECIFIED CAUSES OF LOSS . 5.00
COLLISION . 787.00

TOTAL . \$ 5,033.00

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EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

EFF DATE: 07/27/12

POLICY NO: 4E5-86-62---13
EXP DATE: 07/27/13

DRIVE OTHER CAR COVERAGE
BROADENED COVERAGE FOR
NAMED INDIVIDUALS

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

COVERAGES	LIMITS/DEDUCTIBLES	PREMIUM
LIABILITY	\$1,000,000	\$ 271.00
AUTO MEDICAL PAYMENTS	\$ 5,000	\$ 9.00
UNINSURED MOTORISTS	\$1,000,000	\$ 45.00
UNDERINSURED MOTORISTS		INCLUDED

NAMES OF INDIVIDUAL(S)

ROBERT WOODWORTH
GARRY MORRIS
DEBBY TANNER

SHERRI WOODWORTH

NOTE - WHEN UNINSURED MOTORISTS IS PROVIDED AT LIMITS HIGHER THAN THE BASIC LIMITS REQUIRED BY A FINANCIAL RESPONSIBILITY LAW, UNDERINSURED MOTORISTS IS INCLUDED, UNLESS OTHERWISE NOTED.

A. THIS ENDORSEMENT CHANGES ONLY THOSE COVERAGES WHERE A PREMIUM IS SHOWN IN THE SCHEDULE OR IN THE DECLARATIONS.

B. CHANGES IN LIABILITY COVERAGE

1. ANY 'AUTO' YOU DON'T OWN, HIRE OR BORROW IS A COVERED 'AUTO' FOR LIABILITY COVERAGE WHILE BEING USED BY ANY INDIVIDUAL NAMED IN THE SCHEDULE OR IN THE DECLARATIONS OR BY HIS OR HER SPOUSE WHILE A RESIDENT OF THE SAME HOUSEHOLD EXCEPT:

A. ANY 'AUTO' OWNED BY THAT INDIVIDUAL OR BY ANY MEMBER OF HIS OR HER HOUSEHOLD.

B. ANY 'AUTO' USED BY THAT INDIVIDUAL OR HIS OR HER SPOUSE WHILE WORKING IN A BUSINESS OF SELLING, SERVICING, REPAIRING OR PARKING 'AUTOS'.

2. THE FOLLOWING IS ADDED TO *WHO IS AN INSURED*:

ANY INDIVIDUAL NAMED IN THE SCHEDULE OR IN THE DECLARATIONS AND HIS OR HER SPOUSE, WHILE A RESIDENT OF THE SAME HOUSEHOLD, ARE 'INSURED' WHILE USING ANY COVERED 'AUTO' DESCRIBED IN PARAGRAPH B.1. OF THIS ENDORSEMENT.

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CA9910 09-02 BPP

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EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

EFF DATE: 07/27/12

POLICY NO: 4E5-86-62---13
EXP DATE: 07/27/13

C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED AND UNDERINSURED MOTORISTS COVERAGES

THE FOLLOWING IS ADDED TO *WHO IS AN INSURED*:

ANY INDIVIDUAL NAMED IN THE SCHEDULE OR IN THE DECLARATIONS AND HIS OR HER 'FAMILY MEMBERS' ARE 'INSURED' WHILE 'OCCUPYING' OR WHILE A PEDESTRIAN WHEN BEING STRUCK BY ANY 'AUTO' YOU DON'T OWN EXCEPT:

ANY 'AUTO' OWNED BY THAT INDIVIDUAL OR BY ANY 'FAMILY MEMBER'.

D. CHANGES IN PHYSICAL DAMAGE COVERAGE

ANY PRIVATE PASSENGER TYPE 'AUTO' YOU DON'T OWN, HIRE OR BORROW IS A COVERED 'AUTO' WHILE IN THE CARE, CUSTODY OR CONTROL OF ANY INDIVIDUAL NAMED IN THE SCHEDULE OR IN THE DECLARATIONS OR HIS OR HER SPOUSE WHILE A RESIDENT OF THE SAME HOUSEHOLD EXCEPT:

1. ANY 'AUTO' OWNED BY THAT INDIVIDUAL OR BY ANY MEMBER OF HIS OR HER HOUSEHOLD.
2. ANY 'AUTO' USED BY THAT INDIVIDUAL OR HIS OR HER SPOUSE WHILE WORKING IN A BUSINESS OF SELLING, SERVICING, REPAIRING OR PARKING 'AUTOS'.

E. ADDITIONAL DEFINITION

THE FOLLOWING IS ADDED TO THE DEFINITIONS SECTION:

'FAMILY MEMBER' MEANS A PERSON RELATED TO THE INDIVIDUAL NAMED IN THE SCHEDULE OR IN THE DECLARATIONS BY BLOOD, MARRIAGE OR ADOPTION WHO IS A RESIDENT OF THE INDIVIDUAL'S HOUSEHOLD, INCLUDING A WARD OR FOSTER CHILD.

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DATE OF ISSUE 06/27/12 (BPP)

CA9910 09-02 BPP 06/06/12 410 AV 4E58662 1301

COMMERCIAL AUTO
CA 00 01 10 01**BUSINESS AUTO COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or.
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
- The coverage territory is:
- a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or
2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

COMMERCIAL AUTO
CA 00 38 12 02**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

The War exclusion under Paragraph **B. Exclusions** of **Section II – Liability Coverage** is replaced by the following:

WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added:

We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

WAR

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Changes In Auto Medical Payments

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion **C.6.** is replaced by the following:

- 6. "Bodily injury", arising directly or indirectly, out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Changes In Uninsured/Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusion is added:

This insurance does not apply to:

WAR

- 1. "Bodily injury" or "property damage", if applicable, arising directly or indirectly, out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

E. Changes In Personal Injury Protection Coverage

1. If Personal Injury Protection, no-fault, or other similar coverage is attached, and:
 - a. Contains, in whole or in part, a War exclusion, that exclusion is replaced by Paragraph 2.
 - b. Does not contain a war exclusion, Paragraph 2. is added.
2. This insurance does not apply to:

WAR

"Bodily injury" or "property damage", if applicable, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

F. Changes In Single Interest Automobile Physical Damage Insurance Policy

The War exclusion is replaced by the following:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COMMERCIAL AUTO
CA 01 62 10 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, the Coverage Form is changed as follows:

A. Changes In Liability

Paragraph a. of the **Who Is An Insured** Provision in **Section II – Liability Coverage** of the Garage Coverage Form is replaced by the following:

a. The following are "insureds" for covered "autos":

- (1) You for any covered "auto".
- (2) Your customers.
- (3) Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (a) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (b) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (c) Someone using a covered "auto" while he or she is working in a business of selling, servicing or repairing "autos" unless that business is your "garage operations".
 - (d) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

(4) Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

(5) Your "employee" while using a covered "auto" you do not own, hire, or borrow in your business or your personal affairs.

B. The Appraisal For Physical Damage Loss Condition is replaced by the following:

1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
2. If we submit to an appraisal, we will still retain our right to deny the claim.
3. An appraisal decision will not be binding on either party.

C. Physical Damage Coverage is changed as follows:

If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

D. Changes In Conditions

1. The **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms is changed by adding the following:

When the following applies:

- a. This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and
- b. This Coverage Form provides coverage to an "insured" who:
 - (1) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

(2) Is a duly licensed automobile dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or

(3) Is a duly licensed automobile dealer and loans the "auto" out for use as a demonstrator "auto"; and

- c. The other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph **b.(1)**, **b.(2)** or **b.(3)** above, and who, at the time of the "accident", is operating an "auto" provided by a business described in Paragraph **b.(1)**, **b.(2)** or **b.(3)** above;

then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in Paragraph **D.1.c.**

2. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 08 01 03**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ARKANSAS UNINSURED
MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Uninsured Motorists Coverage	"Bodily Injury"	\$	Each "Accident"
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages that are imposed by a court of law to:
 - a. Punish a wrongdoer; and
 - b. Deter others from similar conduct.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.

POLICY NUMBER:

COMMERCIAL AUTO
CA 21 66 12 05**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ARKANSAS UNINSURED MOTORISTS COVERAGE –
PROPERTY DAMAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

SCHEDULE

Property Damage: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a covered "auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer of property.
3. Property contained in the covered "auto".
4. "Property damage" to any motor vehicle owned by you or any "family member" which is not a covered "auto".
5. The first \$200 of the amount of "property damage" to a covered "auto" as a result of any one "accident". However, this exclusion does not apply if:
 - a. Your covered "auto" is insured for collision coverage under this policy, and
 - b. The operator of the vehicle causing the "accident" has been positively identified and is solely at fault.

C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage – Property Damage shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by all sums paid by or for anyone who is legally responsible.
3. We will not pay for any "property damage" which is paid or payable under Physical Damage Coverage.

D. Changes In Conditions

The **Conditions** are changed for Arkansas Uninsured Motorists Coverage – Property Damage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible "property damage" uninsured motorists insurance.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. Provide us with the name and address of the owner or driver of the "uninsured motor vehicle".
3. The following conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a covered "auto" including its loss of use.
2. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amount required for "property damage" liability by the Arkansas Financial Responsibility Law; or
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.

- c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law.
- b. Owned by a governmental unit or agency.
- c. Designed for use mainly off public roads while not on public roads.

POLICY NUMBER:

COMMERCIAL AUTO
CA 22 02 12 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ARKANSAS PERSONAL INJURY PROTECTION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Arkansas, this endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

Item 1. This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos" as indicated by entry in Item 2. Our limit of insurance for each coverage shall be as stated in this endorsement and subject to all its terms.

Coverages	Limit of Insurance	Premium
Medical Expenses	\$ each person	\$
Work Loss	As stated in the Limit of Insurance	\$
Accidental Death Benefit	\$5,000 per eligible injured person	\$

Item 2. Designation of Covered "Autos"

(a) Description of Covered "Auto" for which Medical Expenses applies:

Any "auto" registered or principally garaged in Arkansas which is (check appropriate box):

- ☐ An owned "auto" under the Coverage Form's LIABILITY COVERAGE.
☐ Owned by you.
☐ A "private passenger auto" owned by you.
☐ _____

(b) Description of covered "autos" for which "Work Loss" applies:

Any "private passenger auto" which is:

Registered or principally garaged in Arkansas and is (check appropriate box):

- ☐ An owned "auto" under the Coverage Form's LIABILITY COVERAGE.
☐ Owned by you.
☐ _____

(c) Description of covered "autos" for which the Accidental Death Benefit applies:

Any "private passenger auto" which is:

Registered or principally garaged in Arkansas and is (check appropriate box):

☐ An owned "auto" under the Coverage Form's LIABILITY COVERAGE.☐ Owned by you.☐ _____**A. COVERAGE****1. MEDICAL EXPENSES**

We will pay "medical expense" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

2. WORK LOSS

We will pay "work loss" benefits to or for an "insured" who sustains "bodily injury" in an "accident" arising out of the maintenance or use of an "auto" as an "auto".

3. ACCIDENTAL DEATH BENEFIT

We will pay the amount stated in the schedule for the death of an "insured" resulting directly and independently of all other causes from "bodily injury" caused by "accident" and arising out of the maintenance or use of an "auto" as an "auto", if the death occurs within one year from the date of the "accident".

B. WHO IS AN INSURED**1. The following are "insureds" for MEDICAL EXPENSES:**

- a. You.
- b. If you are an individual, any "family member".
- c. Any other person while "occupying" or as a "pedestrian" through being struck by the covered "auto".
- d. Any other person while "occupying" an "auto" other than the covered "auto". The "bodily injury" must be caused by:
 - (1) Your use of the "auto", or
 - (2) That of a private chauffeur or domestic servant on your behalf, or

(3) A "family member" provided the "auto" is a "private passenger auto" or trailer.

2. The following are "insureds" for WORK LOSS and ACCIDENTAL DEATH BENEFITS:

- a. You.
- b. If you are an individual, any "family member".
- c. Any person while "occupying" or as a "pedestrian" through being struck by the covered "auto".

C. EXCLUSIONS

1. We will not pay "medical expenses" for "bodily injury":
 - a. Sustained by any person to the extent that benefits therefor are in whole or in part paid or payable, under any workers' compensation law, employer's disability law or any similar law
 - b. Sustained by you while "occupying" any "auto" that is owned by you or is furnished or available for your regular use which is not a covered "auto".
 - c. Sustained by any "family member" while "occupying" any "auto" owned by or regularly made available to either you or such "family member" which is not a covered "auto".
 - d. Sustained by any person other than you or a "family member" while "occupying" any "auto" owned by or regularly made available to either you or any "family member" which is not a covered "auto".
 - e. Sustained by any person while "occupying" the covered "auto" while used as a public or livery conveyance unless the use is stated in the declarations.

- f. Sustained by any person other than you or a "family member" while "occupying" any "auto" other than a covered "auto" while used as a public or livery conveyance.
 - g. Sustained by any person, other than you or any "family member",
 - (1) While "occupying" any "auto" other than the covered "auto" arising out of conduct occurring within the course of a business of selling, repairing, servicing, storing or parking "motor vehicles", or
 - (2) Arising out of the maintenance or use of any "auto" other than the covered "auto" or a motorcycle by such person conducting any other business or occupation unless the "bodily injury" is the result of the use or occupancy of a "private passenger auto" by you or your private chauffeur or domestic servant, or of a trailer used with the "private passenger auto" or covered "auto".
 - h. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".
 - i. Sustained by any person while "occupying" any "auto" other than the covered "auto" unless the person has the expressed or implied consent of the owner to use the "auto".
 - j. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
 - k. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- 2. We will not pay "work loss" or accidental death benefits for "bodily injury" or death:
 - a. Sustained by any person to the extent that benefits therefor are in whole or in part paid or payable under any workers' compensation law, employers' disability law or similar law. However, this exclusion does not apply to Accidental Death Benefits.
 - b. Sustained by you while "occupying" any "private passenger auto" you own or is furnished or is available for your regular use, which is not a covered "auto".
 - c. Sustained by a "family member" while "occupying" any "private passenger auto", owned or furnished or available for your regular use or that of a "family member", which is not a covered "auto".
 - d. Sustained by any "family member", if the "family member" is entitled, as a named insured under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 – 23-89-208.
 - e. Sustained by any person other than you or a "family member" if the person is entitled, as a named insured or "family member" under any other motor vehicle insurance policy to similar benefits equal to or greater than that prescribed by Ark. Stat. Ann. Sections 23-89-201 – 23-89-208.
 - f. Sustained by any person while either operating the covered "auto" without your consent or while not in lawful possession of the covered "auto".
 - g. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
 - h. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.

D. LIMIT OF INSURANCE**1. MEDICAL EXPENSES**

Regardless of the number of "insureds", policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "medical expenses" to each person for all expenses incurred by or on behalf of each person who sustains "bodily injury" as a result of any one motor vehicle accident is the Limit of Insurance shown in the Schedule. However, with respect to "bodily injury" sustained by a pedestrian other than you or a "family member" through being struck by the covered "auto", the Limit of Insurance shall be the amount shown in the Schedule or \$5,000, whichever is less.

2. WORK LOSS

Regardless of the number of insureds, policies or bonds applicable, claims made, premiums paid or covered "autos" to which this coverage applies, the most we will pay for "work loss" is:

- a. With respect to an income earner, 70% of loss of gross income per week not to exceed \$140.00 per week;
- b. With respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period

E. CHANGES IN CONDITIONS

The **CONDITIONS** are changed for **PERSONAL INJURY PROTECTION** as follows:

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS is amended by the addition of the following:

- a. If an "insured" or his or her legal representative institutes legal action for damages for "bodily injury", he or she must promptly give us a copy of the summons and complaint or other process served in connection with the legal action.
- b. The "insured" or someone on his or her behalf must promptly give us:
 - (1) Written proof of claim, under oath if required;

- (2) Full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated; and

- (3) Such other information that will help us determine the amount due and payable.

2. The following TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition is applicable to **MEDICAL EXPENSE** and **WORK LOSS**:

If any person or organization to or for whom we make payment under the Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

3. The OTHER INSURANCE Condition in the BUSINESS AUTO and GARAGE COVERAGE FORMS and the OTHER INSURANCE – PRIMARY AND EXCESS INSURANCE PROVISIONS in the TRUCKERS and MOTOR CARRIER COVERAGE FORMS is replaced by **MEDICAL EXPENSES** by the following:

With respect to "bodily injury" sustained by a "family member" if such "family member" is entitled to coverage for "medical expenses" or any similar coverage as a named insured under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to the "family member" under another policy.

With respect to "bodily injury" sustained by any person other than the named insured or a "family member", if such person is entitled to coverage for medical expenses or any similar coverage as a named insured or "family member" under the terms of any other motor vehicle insurance policy providing direct benefits without regard to fault, this insurance shall apply only as excess insurance over any other collectible insurance available to such person under another policy.

Except as provided in this section, if the "insured" is entitled to coverage for "medical expenses" under the terms of this or any other motor vehicle insurance policy against a loss covered under MEDICAL EXPENSES, we shall not be liable under this Coverage Form for a greater proportion of such loss than the applicable Limit of Insurance that our Coverage Form bears to the total applicable Limit of Insurance of all such motor vehicle insurance.

No "insured" may recover duplicate "medical expense" benefits for the same elements of "loss".

4. The **OTHER INSURANCE** Condition in the BUSINESS AUTO and GARAGE COVERAGE FORMS and the OTHER INSURANCE - PRIMARY AND EXCESS INSURANCE PROVISIONS in the TRUCKERS and MOTOR CARRIER COVERAGE FORMS is replaced for **WORK LOSS** and the **ACCIDENTAL DEATH BENEFIT** by the following:

With respect to "bodily injury" sustained by any person other than the named insured or "family member", the coverage for **WORK LOSS** and the **ACCIDENTAL DEATH BENEFIT** shall apply only as excess insurance over any other collectible insurance available to such person under another policy. We shall be liable under this Coverage Form only in the amount that this Coverage Form's limit of insurance exceeds the applicable limit of insurance of such other insurance.

If an "insured" who is a named insured or "family member" has other collectible insurance available under any other motor vehicle insurance policy, the maximum recovery under all policies will not exceed the amount payable under the policy with the highest dollar limit of benefits. We shall not be liable for a greater proportion of any loss than the Limit of Insurance that our Coverage Form bears to the sum of the applicable Limits of Insurance of this insurance and such other insurance.

5. The following **CONDITIONS** are added:

The following **PAYMENT OF BENEFITS** Condition is applicable to **MEDICAL EXPENSES** and **WORK LOSS**:

We may pay the "insured" or any person or organization rendering the services and such payment shall reduce the amount payable under this Coverage Form for such injury.

The following **REIMBURSEMENT AND TRUST** Condition is applicable to **MEDICAL EXPENSES** and **WORK LOSS**:

If we make any payment to or on behalf of any "insured" under this coverage and the "insured" recovers any sums from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We will have a lien against such payment, and may give notice of the lien to the person or organization causing "bodily injury", his or her agent or insurer or a court having jurisdiction in the matter. We will be entitled to a recovery only after the person has been fully compensated for damages by another party.

COORDINATION AND NON-DUPLICATION

1. "Medical expense" benefits that are paid or payable under this or any other Coverage Form or Policy because of "bodily injury" to an "insured" shall not be duplicated under Uninsured Motorists Coverage.
2. Any automobile medical payments or automobile "medical expense" insurance provided under the Coverage Form with respect to an insured "auto" which is registered or principally garaged in Arkansas is replaced by the coverage provided under the MEDICAL EXPENSE part of this Coverage Form.

F. ADDITIONAL DEFINITIONS

1. The definition of "auto" in the DEFINITIONS Section applies and includes:
 - a. An "auto" not owned by you that is used as a temporary substitute for a covered "auto" due to the covered "auto's" breakdown, repair, servicing, loss or destruction.
 - b. A trailer of a type used with a "private passenger auto" if it is not being used for business purposes with another type vehicle.

However, "auto" does not include:

- a. A farm type tractor or other equipment designed for use principally off public roads, while not upon public roads.
 - b. A vehicle operated upon rails or crawler-treads, or
 - c. A vehicle located for use as a residence or premises.
2. As used in this endorsement:
- a. "Medical Expense" means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses and for any nonmedical remedial care and treatment rendered in accordance with the recognized religious method of healing, however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.
 - b. "Pedestrian" means any person who is not "occupying" any vehicle other than a motorcycle or a vehicle operated by human or animal power.
 - c. "Private passenger auto" means an "auto" which is a private passenger, station wagon or jeep type automobile.
 - d. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
 - e. "Work Loss" means:
 - (1) With respect to an income earner, loss of income from work the "insured" would have earned had he or she not sustained "bodily injury", or
 - (2) With respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the "insured" would have performed, not for income but for his or her benefit or the benefit of his or her family had the "bodily injury" not been sustained.

POLICY NUMBER:

COMMERCIAL AUTO
CA 31 28 01 03**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ARKANSAS UNDERINSURED
MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Underinsured Motorists Coverage	"Bodily Injury"	\$	Each "Accident"
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if a. or b. below applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, this Paragraph b. does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle".
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form.
 - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages that are imposed by a court of law to:
 - a. Punish a wrongdoer; and
 - b. Deter others from similar conduct.

D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing by certified mail-return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

Written notice of a tentative settlement must include:

- (1) Written documentation of monetary losses incurred, including copies of all medical bills;
- (2) Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- (3) Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

However, this Paragraph c. does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if:

- a. The "underinsured motor vehicle" is insured by us for Liability Coverage; or
- b. The "underinsured motor vehicle" is not insured by us for Liability Coverage and we:
 - (1) Have been given prompt written notice by certified mail-return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
 - (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides a limit that is less than the amount an "insured" is legally entitled to recover as damages caused by the "accident";
However, "underinsured motor vehicle" does not include any vehicle:
 - a. Owned or operated by a self-insurer under any applicable motor vehicle law;
 - b. Owned by a governmental unit or agency; or
 - c. Designed for use mainly off public roads while not on public roads.

QUICK REFERENCE
COMMERCIAL AUTO COVERAGE PART
BUSINESS AUTO COVERAGE FORM

READ YOUR POLICY CAREFULLY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- d. Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:
 - (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
 - (2) Any organization you acquire or form will not be considered an "insured" if:
 - A. The organization is a partnership or a joint venture; or
 - B. That organization is covered under other similar insurance.
 - (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

- f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

D. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

E. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."

- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto."

G. HIRED AUTO PHYSICAL DAMAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

- c. If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of \$50,000 or Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

The insurance provided under this provision is excess over any other collectible insurance.

H. PERSONAL PROPERTY OF OTHERS

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

- d. We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

I. AIRBAG COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

J. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

K. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

L. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties in the Event of Accident, Claim, Suit or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident," claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident," claim, "suit" or "loss."

M. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

SECTION IV – BUSINESS AUTO CONDITIONS, B.2. Concealment, Misrepresentation, or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

N. MENTAL ANGUISH

SECTION V – DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

O. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREJUDGMENT INTEREST

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Section II — LIABILITY COVERAGE, COVERAGE EXTENSIONS, Supplementary Payments is amended by adding the following:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION
VICARIOUS LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II – A. Coverage, Who Is An Insured
is amended to include as an additional "insured" the person or organization shown in the Schedule, but only with respect to "bodily injury," "property damage" or "covered pollution cost or expense" caused, in whole by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional "insured" in connection with any written agreement or written contract between you and the additional "insured".

B. With respect to the insurance afforded to this additional "insured", the following additional exclusions apply.

This insurance does not apply to:

1. "Bodily injury," "property damage" or "covered pollution cost or expense" resulting from any act or omission by, or willful misconduct of the additional "insured" shown in the Schedule, whether the sole or a contributing cause of the loss. The coverage afforded to the additional "insured" is limited solely to the additional "insured's" "vicarious liability" that is a specific and direct result of your conduct.

"Vicarious liability" as used in this endorsement means liability that is imposed on the additional "insured" solely by virtue of its relationship with you, and not due to any act or omission of the additional "insured".

BUSINESS AUTO, TRUCKERS, GARAGE, MOTOR CARRIER

IMPORTANT NOTICE TO POLICYHOLDERS

CLARIFICATION

PAYMENT FOR AFTERMARKET CRASH PARTS

Physical Damage coverage under this policy may include payment for aftermarket crash parts. If you repair the vehicle using more expensive original equipment manufacturer (OEM) parts, you may pay the difference. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.

COMMERCIAL AUTO
CA 99 03 07 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

B. Who Is An Insured

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

E. Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance – Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b.** We will refund the pro rata unearned premium if the policy is:
 - (1)** Cancelled by us or at our request;
 - (2)** Cancelled but rewritten with us or in our company group;
 - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4)** Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.
 - c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d.** The cancellation will be effective even if we have not made or offered a refund.
 - e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
 - (1)** We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.
 - (2)** We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
 - (3)** If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
 - (4)** If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect More Than 60 Days

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 7.c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. Paragraph g. of the **Mortgageholders** Condition, if any, is replaced by the following:

g. If we elect not to renew this policy, we will give written notice to the mortgageholder:

- (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
- (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

D. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:

- a. Its expiration date; or
- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

ARKANSAS REQUIRED POLICYHOLDER INFORMATION

We are required by law to provide you with the following information.

Our servicing office for this policy is:

Employers Mutual Casualty Company
EMCASCO Insurance Company
Union Insurance Company of Providence
EMC Property & Casualty Company
P.O. Box 25470
Overland Park, KS 66225-5470
Telephone Number (913)523-7100

The Arkansas Insurance Department's address is:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904
Telephone Number (501)371-2640 or (800)852-5494

Information regarding your Insurance Agent's address and phone number can be found on the policy declarations page.

IMPORTANT NOTICE TO POLICYHOLDERS

Re: New Federal Claim Information Reporting Requirements

New federal reporting requirements for claims involving parties potentially eligible for Medicare are now in place. With your continued cooperation, EMC Insurance Companies will be able to meet these new reporting responsibilities.

To help us comply with the new requirements, **you simply need to make sure you report all claims to your agent or EMC Insurance Companies.** If you choose to pay a claim, or attempt to settle a claim on your own, you may become responsible for these new reporting requirements.

For specific information on Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173), go to www.cms.hhs.gov/MandatoryInsRep/ or consult with your attorney.



EMCASCO INSURANCE COMPANY

C H A N G E E N D O R S E M E N T

POLICY PERIOD: FROM 07/27/12 TO 07/27/13

* POLICY NUMBER *
* 4 E 5 - 8 6 - 6 2 ---13 *

N A M E D I N S U R E D :

P R O D U C E R :

LITTLE ROCK CLEANING SYSTEMS.
INC.
15500 KANIS RD
LITTLE ROCK AR 72223-2020

ROY N. BORDEN AGENCY, INC.
PO BOX 55188
LITTLE ROCK AR 72215-5188

DIRECT BILL

AGENT: BK 9028
AGENT PHONE: 501-225-6465

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 12/18/12 TO 07/27/13 *

IN CONSIDERATION OF THE RETURN PREMIUM
THE FOLLOWING CHANGES ARE APPLICABLE TO THIS POLICY:

UNIT 2 WORK LOSS COVERAGE IS DELETED

RETURN PREMIUM: \$ 3.00

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 12/28/12

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

BPP

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4E58662 1302

PAGE 2

EMCASCO INSURANCE COMPANY

POLICY NO: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 07/27/12

EXP DATE: 07/27/13

C H A N G E E N D O R S E M E N T
C O N T I N U E D

FORMS APPLICABLE:

CA0001(10/01), CA0038(12/02), CA0162(10/07), CA2108(01/03),
CA2166(12/05), CA3128(01/03), CA7001A(04/08)*, CA7002A(10/01),
CA7007(10/01), CA7093A(03/09), CA7270(03/07), CA7313(10/01),
CA7394(06/06), CA8112.2(03/00), CA9903(07/97), CA9910(09/02),
IL0021(09/08), IL0231(09/08), IL7131A(04/01)*, IL8012(03/11),
IL8576(09/09)

Refer to prior distribution(s) for any forms not attached

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 12/28/12

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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EMCASCO INSURANCE COMPANY

POLICY NUMBER: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 12/18/12

EXP DATE: 07/27/13

COMMERCIAL AUTO POLICY
DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CA0001	10-01	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 5
CA0038	12-02	WAR EXCLUSION	
CA0162	10-07	ARKANSAS CHANGES	
CA2108	01-03	AR UNINSURED MOTORIST COVERAGE	
CA2166	12-05	AR UNINSURED MOT COV - PROPERTY DMG	
CA3128	01-03	AR UNDERINSURED MOTORISTS COVERAGE	
*CA7001A	04-08	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	10-01	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	10-01	QUICK REFERENCE BUSINESS AUTO FORM	
CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7270	03-07	COMMERCIAL AUTO AMENDMENT	
CA7313	10-01	PREJUDGMENT INTEREST	
CA7394	06-06	AI-DESIGNATED PERSON/ORGAN VICARIOUS NAME OF PERSON OR ORGANIZATION: WWIG, INC. 15500 KANIS ROAD LITTLE ROCK, AR 72223	\$25 CHARGE
CA8112.2	03-00	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA9903	07-97	AUTO MEDICAL PAYMENTS COVERAGE	
CA9910	09-02	DRIVE OTHER CAR COV FOR NAMED INDIV	
IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL0231	09-08	AR CHANGES - CANCELLATION/NONRENEWAL	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL8012	03-11	ARKANSAS REQUIRED POLICYHOLDER INFO	
IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

FORM(S) DELETED WITH THIS TRANSACTION:

CA2202 12-96

DATE OF ISSUE: 12/28/12

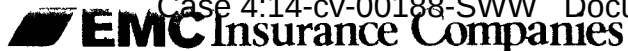
FORM: IL7131A (ED. 04-01)

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EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

POLICY NO: 4E5-86-62---13
TRANS EFF DATE: 12/18/12

****COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM****

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

POLICY LEVEL LIMITS OF INSURANCE

LIABILITY \$ 1,000,000
MEDICAL PAYMENTS \$ 5,000
UNINSURED MOTORISTS
UNDERINSURED MOTORISTS

VEHICLE DESCRIPTION / COVERAGE

PREMIUM

LOC: 001 15500 KANIS RD
LITTLE ROCK AR. 72223-2020

VEH NO 2 TERR: 101
2005 FORD F150 W/HYDR CV ID NO 1FTPW14545KF13403
COST NEW: 64000 AGE: C RADIUS: LOCAL USE: SERVICE
LIGHT TRUCK CLASS: 01199

LIABILITY		.\$	953.00
MEDICAL PAYMENTS		.	66.00
UNINSURED MOTORISTS		.	INCLUDED
UNINSURED MOTORISTS PD	200 DED	.	INCLUDED
UNDERINSURED MOTORISTS		.	INCLUDED
COMPREHENSIVE	ACV 500 DED	.	165.00
COLLISION	ACV 500 DED	.	348.00
TOTAL VEHICLE PREMIUM		.\$	1,632.00

ITEM 3 PREMIUM SUMMARY

LIABILITY	.\$	953.00
MEDICAL PAYMENTS	.	66.00
UNINSURED MOTORISTS	.	17.00
UNINSURED MOTORISTS PD	.	7.00
UNDERINSURED MOTORISTS	.	76.00
COMPREHENSIVE	.	165.00
COLLISION	.	348.00
TOTAL		.\$ 1,632.00

PREMIUM FOR CHANGES . \$ -3.00

TOTAL PREMIUM FOR CHANGES . \$ -3.00

DATE OF ISSUE 12/28/12 (BPP)

CA7001A 04-08 BPP 06/06/12 410 AV 4E58662 1302

EMCASCO INSURANCE COMPANY

C H A N G E E N D O R S E M E N T

POLICY PERIOD: FROM 07/27/12 TO 07/27/13

* POLICY NUMBER *
* 4 E 5 - 8 6 - 6 2 ---13 *

N A M E D I N S U R E D :

P R O D U C E R :

LITTLE ROCK CLEANING SYSTEMS
INC.
15500 KANIS RD
LITTLE ROCK AR 72223-2020

ROY N. BORDEN AGENCY, INC.
PO BOX 55188
LITTLE ROCK AR 72215-5188

DIRECT BILL

AGENT: BK 9028
AGENT PHONE: 501-225-6465

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 12/18/12 TO 07/27/13 *

IN CONSIDERATION OF THE RETURN PREMIUM
THE FOLLOWING CHANGES ARE APPLICABLE TO THIS POLICY:

UNIT 3 - 2006 CHRYSLER TOWN/COUNTRY VAN....8701 IS DELETED

RETURN PREMIUM: \$ 792.00

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 01/25/13

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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EMCASCO INSURANCE COMPANY

POLICY NO: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 07/27/12. EXP DATE: 07/27/13

C H A N G E E N D O R S E M E N T
C O N T I N U E D

FORMS APPLICABLE:

CA0001(10/01), CA0038(12/02), CA0162(10/07), CA2108(01/03),
CA2166(12/05), CA3128(01/03), CA7001A(04/08)*, CA7002A(10/01),
CA7007(10/01), CA7093A(03/09), CA7270(03/07), CA7313(10/01),
CA7394(06/06), CA8112.2(03/00), CA9903(07/97), CA9910(09/02),
IL0021(09/08), IL0231(09/08), IL7131A(04/01), IL8012(03/11),
IL8576(09/09)

Refer to prior distribution(s) for any forms not attached

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 01/25/13

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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4E58662 1303

EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

POLICY NO: 4E5-86-62---13
TRANS EFF DATE: 12/18/12

****COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM****

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

POLICY LEVEL LIMITS OF INSURANCE

LIABILITY	\$ 1,000,000
MEDICAL PAYMENTS	\$ 5,000
UNINSURED MOTORISTS	
UNDERINSURED MOTORISTS	

VEHICLE DESCRIPTION / COVERAGE

PREMIUM

LOC: 001 15500 KANIS RD
LITTLE ROCK AR. 72223-2020

VEH NO 3 DELETED

PREMIUM FOR CHANGES . \$ -792.00

TOTAL PREMIUM FOR CHANGES . \$ -792.00

DATE OF ISSUE 01/25/13 (BPP)

CA7001A 04-08 BPP 06/06/12 410 AV 4E58662 1303

EMCASCO INSURANCE COMPANY

C H A N G E E N D O R S E M E N T

POLICY PERIOD: FROM 07/27/12 TO 07/27/13

* POLICY NUMBER *
* 4 E 5 - 8 6 - 6 2---13 *

N A M E D I N S U R E D :

P R O D U C E R :

LITTLE ROCK CLEANING SYSTEMS
INC.
15500 KANIS RD
LITTLE ROCK AR 72223-2020

ROY N. BORDEN AGENCY, INC.
PO BOX 55188
LITTLE ROCK AR 72215-5188

DIRECT BILL

AGENT: BK 9028
AGENT PHONE: 501-225-6465

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 12/15/12 TO 12/18/12 *

IN CONSIDERATION OF THE RETURN PREMIUM
THE FOLLOWING CHANGES ARE APPLICABLE TO THIS POLICY:

UNIT 3 - 2006 CHRYSLER TOWN/COUNTRY VAN....8701 IS DELETED

RETURN PREMIUM: \$ 11.00

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 01/25/13

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

BPP

410

AV

4E58662 1304M

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EMCASCO INSURANCE COMPANY

POLICY NO: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 07/27/12

EXP DATE: 07/27/13

C H A N G E E N D O R S E M E N T

C O N T I N U E D

FORMS APPLICABLE:

CA0001(10/01), CA0038(12/02), CA0162(10/07), CA2108(01/03),
CA2166(12/05), CA3128(01/03), CA7001A(04/08)*, CA7002A(10/01),
CA7007(10/01), CA7093A(03/09), CA7270(03/07), CA7313(10/01),
CA7394(06/06), CA8112.2(03/00), CA9903(07/97), CA9910(09/02),
IL0021(09/08), IL0231(09/08), IL7131A(04/01), IL8012(03/11),
IL8576(09/09)

Refer to prior distribution(s) for any forms not attached

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 01/25/13

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

BPP

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4E58662 1304M



EMCASCO INSURANCE COMPANY

C H A N G E E N D O R S E M E N T

POLICY PERIOD: FROM 07/27/12 TO 07/27/13

* POLICY NUMBER *

* 4 E 5 - 8 6 - 6 2 ---13 *

N A M E D I N S U R E D :

P R O D U C E R :

LITTLE ROCK CLEANING SYSTEMS
INC.
15500 KANIS RD
LITTLE ROCK AR 72223-2020

ROY N. BORDEN AGENCY, INC.
PO BOX 55188
LITTLE ROCK AR 72215-5188

D I R E C T B I L L

AGENT: BK 9028
AGENT PHONE: 501-225-6465

T H I S E N D O R S E M E N T C H A N G E S T H E P O L I C Y .
P L E A S E R E A D I T C A R E F U L L Y .

* ENDORSEMENT EFFECTIVE DATES: 03/19/13 TO 07/27/13 *

IN CONSIDERATION OF THE ADDITIONAL PREMIUM
THE FOLLOWING CHANGES ARE APPLICABLE TO THIS POLICY:

VEHICLE 5, 2004 MERCEDES C320 SEDAN....48710 IS DELETED

VEHICLE 6 AND LOSS PAYABLE 01 AND FORMS 0417 AND CA9944 ARE ADDED

ADDITIONAL PREMIUM: \$ 296.00

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 04/30/13

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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4E58662 1305



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EMCASCO INSURANCE COMPANY

POLICY NO: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 07/27/12

EXP DATE: 07/27/13

C H A N G E E N D O R S E M E N T

C O N T I N U E D

FORMS APPLICABLE:

0417*, CA0001(10/01), CA0038(12/02), CA0162(10/07), CA2108(01/03),
CA2166(12/05), CA3128(01/03), CA7001A(04/08)*, CA7002A(10/01),
CA7007(10/01), CA7093A(03/09)*, CA7270(03/07), CA7313(10/01),
CA7394(06/06), CA8112.2(03/00), CA9903(07/97), CA9910(09/02),
CA9944(12/93)*, IL0021(09/08), IL0231(09/08), IL7131A(04/01)*,
IL8012(03/11), IL8576(09/09)

Refer to prior distribution(s) for any forms not attached

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 04/30/13

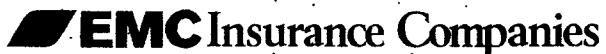
COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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4E58662 1305



EMCASCO INSURANCE COMPANY

POLICY NUMBER: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 03/19/13

EXP DATE: 07/27/13

C O M M E R C I A L A U T O P O L I C Y
D E C L A R A T I O N S

=====

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0417	-	SPECIAL INTEREST/ADD. NAMED INSURED	
CA0001	10-01	BUSINESS AUTO COVERAGE FORM	
		TERRORISM COVG INCL IN MAIN COV FORM	\$ 5
CA0038	12-02	WAR EXCLUSION	
CA0162	10-07	ARKANSAS CHANGES	
CA2108	01-03	AR UNINSURED MOTORIST COVERAGE	
CA2166	12-05	AR UNINSURED MOT COV - PROPERTY DMG	
CA3128	01-03	AR UNDERINSURED MOTORISTS COVERAGE	
*CA7001A	04-08	COMM AUTO DECLARATIONS/ADDIT'L ITEMS	
CA7002A	10-01	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	10-01	QUICK REFERENCE BUSINESS AUTO FORM	
*CA7093A	03-09	UM/UIM SUPPLEMENTAL SCHEDULE	
CA7270	03-07	COMMERCIAL AUTO AMENDMENT	
CA7313	10-01	PREJUDGMENT INTEREST	
CA7394	06-06	AI-DESIGNATED PERSON/ORGAN VICARIOUS NAME OF PERSON OR ORGANIZATION: WWIG, INC. 15500 KANIS ROAD LITTLE ROCK, AR 72223	\$25 CHARGE
CA8112.2	03-00	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA9903	07-97	AUTO MEDICAL PAYMENTS COVERAGE	
CA9910	09-02	DRIVE OTHER CAR COV FOR NAMED INDIV	
*CA9944	12-93	LOSS PAYABLE CLAUSE	
IL0021	09-08	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL0231	09-08	AR CHANGES - CANCELLATION/NONRENEWAL	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL8012	03-11	ARKANSAS REQUIRED POLICYHOLDER INFO	
IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

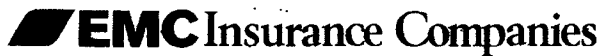
DATE OF ISSUE: 04/30/13

FORM: IL7131A (ED. 04-01)

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4E58662 1305



EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

EFF DATE: 07/27/12

POLICY NO: 4E5-86-62---13
EXP DATE: 07/27/13

COMMERCIAL AUTO DECLARATIONS -- BUSINESS AUTO COVERAGE FORM

SUPPLEMENTARY SCHEDULE

ITEM TWO - UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE

THE LIMIT OF INSURANCE FOR THE COVERAGE SHOWN BELOW IS THE LIMIT OF INSURANCE SHOWN FOR THE STATE WHERE A COVERED 'AUTO' IS PRINCIPALLY GARAGED. REFER TO THE SPECIFIC COVERAGE ENDORSEMENT FOR THE DESCRIPTION OF THE COVERAGE PROVIDED FOR EACH STATE LISTED BELOW.

COVERAGE

UNINSURED MOTORISTS LIMIT OF INSURANCE

	"BODILY INJURY" AND "PROPERTY DAMAGE" COMBINED	"BODILY INJURY" EACH PERSON EACH "ACCIDENT"	"BODILY INJURY" EACH "ACCIDENT"	"PROPERTY DAMAGE" EACH "ACCIDENT"
ST	SINGLE LIMIT			
AR			\$ 1,000,000	\$ 1,000,000

UNDERINSURED MOTORISTS LIMIT OF INSURANCE

(WHEN UNDERINSURED MOTORISTS IS A SEPARATE COVERAGE)

	"BODILY INJURY" AND "PROPERTY DAMAGE" COMBINED	"BODILY INJURY" EACH PERSON EACH "ACCIDENT"	"BODILY INJURY" EACH "ACCIDENT"	"PROPERTY DAMAGE" EACH "ACCIDENT"
ST	SINGLE LIMIT			
AR			\$ 1,000,000	

DATE OF ISSUE 04/30/13 (BPP)

CA7093A

03-09

BPP

06/06/12

410

BS

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1305



EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

POLICY NO: 4E5-86-62---13
TRANS EFF DATE: 03/19/13

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

POLICY LEVEL LIMITS OF INSURANCE

LIABILITY \$ 1,000,000
MEDICAL PAYMENTS \$ 5,000
UNINSURED MOTORISTS
UNDERINSURED MOTORISTS

VEHICLE DESCRIPTION / COVERAGE . PREMIUM

LOC: 001 15500 KANIS RD
LITTLE ROCK AR. 72223-2020

VEH NO 5 DELETED

VEH NO 6 TERR: 101 SPECIAL INT: 01
2013 TOYOTA XLE LMT SIENNA VAN ID NO 5TDDK3KC8DS059883.
COST NEW: 29985 AGE: 1 RADIUS: LOCAL USE: SERVICE
LIGHT TRUCK CLASS: 01199
LIABILITY . \$ 953.00
MEDICAL PAYMENTS . 66.00
UNINSURED MOTORISTS . INCLUDED
UNINSURED MOTORISTS PD 200 DED . INCLUDED
UNDERINSURED MOTORISTS . INCLUDED
COMPREHENSIVE ACV 500 DED . 185.00
COLLISION ACV 500 DED . 380.00
TOTAL VEHICLE PREMIUM . \$ 1,682.00

ITEM 3 PREMIUM SUMMARY

LIABILITY . \$ 953.00
MEDICAL PAYMENTS . 66.00
UNINSURED MOTORISTS . 15.00
UNINSURED MOTORISTS PD . 7.00
UNDERINSURED MOTORISTS . 76.00
COMPREHENSIVE . 185.00
COLLISION . 380.00
TOTAL . \$ 1,682.00

PREMIUM FOR CHANGES . \$ 296.00

TOTAL PREMIUM FOR CHANGES . \$ 296.00

INCLUDES COPYRIGHTED MATERIAL OF ISO PROPERTIES, INC., WITH ITS PERMISSION.
DATE OF ISSUE 04/30/13 (BPP)

CA7001A 04-08 BPP 06/06/12 410 BS 4E58662 1305



EMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANING

POLICY NO: 4E5-86-62---13
EFFECTIVE DATE: 07/27/12 AGENT NO. BK9028-

SPECIAL INTERESTS

LOSS PAYEE:
01

TOYOTA FIANANCIAL
PO BOX 3025
CORAOPOLIS, PA 15108-6912

INCLUDES COPYRIGHTED MATERIAL OF INSURANCE SERVICES OFFICE, INC.
WITH ITS PERMISSION.

DATE OF ISSUE 04/30/13 (BPP)

0417

BPP

06/06/12

410

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

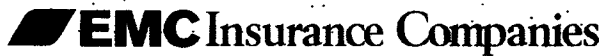
LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto".
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
 - C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition.
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party.
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.



EMCASCO INSURANCE COMPANY

CHANGE ENDORSEMENT

POLICY PERIOD: FROM 07/27/12 TO 07/27/13

* POLICY NUMBER *

* 4 E 5 - 8 6 - 6 2---13 *

NAMED INSURED:

PRODUCER:

LITTLE ROCK CLEANING SYSTEMS
INC.
15500 KANIS RD
LITTLE ROCK AR 72223-2020

ROY N. BORDEN AGENCY, INC.
PO BOX 55188
LITTLE ROCK AR 72215-5188

DIRECT BILL

AGENT: BK 9028

AGENT PHONE: 501-225-6465

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

* ENDORSEMENT EFFECTIVE DATES: 05/01/13 TO 07/27/13 *

IN CONSIDERATION OF THE PREMIUM CHARGED
THE FOLLOWING CHANGES ARE APPLICABLE TO THIS POLICY:

UNIT 6- VIN ID NUMBER IS AMENDED

ADDITIONAL PREMIUM: \$ 0.00

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 05/02/13

COUNTERSIGNED BY:

(CONTINUED)

FORM: IL1201A (ED. 01-86)

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4E58662 1306



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EMCASCO INSURANCE COMPANY

POLICY NO: 4E5-86-62---13

LITTLE ROCK CLEANING SYSTEMS

EFF DATE: 07/27/12

EXP DATE: 07/27/13

C H A N G E E N D O R S E M E N T

C O N T I N U E D

FORMS APPLICABLE:

0417, CA0001(10/01), CA0038(12/02), CA0162(10/07), CA2108(01/03),
CA2166(12/05), CA3128(01/03), CA7001A(04/08)*, CA7002A(10/01),
CA7007(10/01), CA7093A(03/09), CA7270(03/07), CA7313(10/01),
CA7394(06/06), CA8112.2(03/00), CA9903(07/97), CA9910(09/02),
CA9944(12/93), IL0021(09/08), IL0231(09/08), IL7131A(04/01),
IL8012(03/11), IL8576(09/09)

Refer to prior distribution(s) for any forms not attached

PLACE OF ISSUE: OVERLAND PARK, KS

DATE OF ISSUE: 05/02/13

COUNTERSIGNED BY:

FORM: IL1201A (ED. 01-86)

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4E58662 1306

EMC Insurance CompaniesEMCASCO INSURANCE COMPANY
LITTLE ROCK CLEANINGPOLICY NO: 4E5-86-62---13
TRANS EFF DATE: 05/01/13

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO COVERAGE FORM

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

POLICY LEVEL LIMITS OF INSURANCE

LIABILITY	\$ 1,000,000
MEDICAL PAYMENTS	\$ 5,000
UNINSURED MOTORISTS	
UNDERINSURED MOTORISTS	

 VEHICLE DESCRIPTION / COVERAGE . PREMIUM

 LOC: 001 15500 KANIS RD
 LITTLE ROCK AR. 72223-2020

VEH NO 6 TERR: 101 SPECIAL INT: 01
 2013 TOYOTA XLE LMT SIENNA VAN ID NO 5TDDK3DC8DS059883.
 COST NEW: 29985 AGE: 1 RADIUS: LOCAL USE: SERVICE
 LIGHT TRUCK CLASS: 01199
 LIABILITY . \$ 953.00
 MEDICAL PAYMENTS . 66.00
 UNINSURED MOTORISTS . INCLUDED
 UNINSURED MOTORISTS PD 200 DED . INCLUDED
 UNDERINSURED MOTORISTS . INCLUDED
 COMPREHENSIVE ACV 500 DED . 185.00
 COLLISION ACV 500 DED . 380.00
 TOTAL VEHICLE PREMIUM . \$ 1,682.00

ITEM 3 PREMIUM SUMMARY

LIABILITY	.\$	953.00
MEDICAL PAYMENTS	.	66.00
UNINSURED MOTORISTS	.	15.00
UNINSURED MOTORISTS PD	.	7.00
UNDERINSURED MOTORISTS	.	76.00
COMPREHENSIVE	.	185.00
COLLISION	.	380.00
TOTAL	.\$	1,682.00

PREMIUM FOR CHANGES . \$ 0.00

TOTAL PREMIUM FOR CHANGES . \$ 0.00

DATE OF ISSUE 05/02/13 (BPP)
CA7001A 04-08 BPP

06/06/12 410 GB 4E58662 1306